

**CUYAHOGA COUNTY
CONTRACT AMENDMENT
WITH**

**Positive Beginnings Childcare & Preschool
CE1200534-01**

Amendment #I

THIS CONTRACT AMENDMENT made and entered into this _____ day of _____, 2013 by and between the County of Cuyahoga and the Positive Beginnings Childcare & Preschool relative to the Universal Pre-Kindergarten program for the **Office of Early Childhood's** Invest in Children Program is necessary for the purpose of amending the contract to extend the contract period and to add funds as follows:

1. **Amending Article 2 "CONTRACT PERIOD" to read in addition to:**
The contract shall be extended from August 1, 2012 through July 31, 2014.
2. **Amending Article 3 "CONTRACT VALUE AND RATE OF PAYMENT" to add additional funds and to change the second paragraph to read as follows:**
 - a. **Adding additional funds in the amount of \$19,068.53 for the 2013-2014 program year for an aggregate contract amount of \$29,631.53. The 2013-2014 program year funding is allocated as follows:**
 - **\$7,525.56 - not to exceed amount for UPK Program Services for the 2013-2014 program year. The Provider agrees to serve an average number of 6 children per month (6 full-time children at a unit rate of \$4.34 and 0 part-time children at a unit rate of \$ 0.00).**
 - **\$10,563.00 – not to exceed amount for UPK Scholarships for the 2013-2014 program year for households with incomes up to 400% of the federal poverty limit (FPL) based on the 2013 Federal Poverty Level Guidelines as published in the Federal Register in January 2013; this amount is allocated for use exclusively to cover 33% of eligible parents reduced fees.**
 - **Funds allocated above may be used interchangeably between UPK Program Services and UPK Scholarships for allowable expenses for the 2013-2014 program year up to five (5%) of the total amount awarded in the aggregate without permission from OEC. To move any additional amount over 5% of the total between the two cost categories, the Provider must request written permission. The request shall be submitted to the Program Manager.**
 - b. **\$981.45. This amount shall be allocated to cover any of the remaining program services expenses and scholarship fees for eligible services rendered during the 2012-2013 program year.**
3. **Amending Article 23 to include the following insurance requirements:**

- a. The Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.**

(i) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

(ii) Commercial General Liability Insurance with limits of liability not less than:

**\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.**

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(iii) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. For agency providers, such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident. For home-based providers, such insurance shall provide a limit of not less than \$250,000 per occurrence and \$500,000 aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(iv) Professional Liability Insurance/Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of professional services with a limit of liability not less than:

**\$1,000,000 per claim;
\$1,000,000 aggregate.**

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to

this Contract.

(v) Sexual Abuse and Molestation Endorsement to the Commercial General Liability Insurance policy.

b. Insurance Coverage Terms and Conditions

(i) The insurance policies of the Provider required for this contract, with the exception of the Professional Liability Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- Thirty (30) days prior notice of cancellation or material change;**
- A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.**

(ii) The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.

(iii) These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.

(iv) The Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

(v) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

(vi) The Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

- c. By entering into this contract amendment, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronics means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.
- d. All other terms of the contract are hereby reaffirmed.
- e. The County and the Provider have entered into this contract as of the day and year first written above.

Positive Beginnings Childcare & Preschool

BY: Brenda Assian

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY: Ed FitzGerald
Edward FitzGerald, County Executive